

Request for Proposals and Qualifications (RFPQ)

Town of Ellington, Connecticut

Small Cities Application Preparation and Program Administration

The Town of Ellington's Office of the Selectmen is planning to apply for funds from the Connecticut Small Cities Community Development Block Grant (CT SC CDBG) Program. The Town seeks qualifications and proposals from firms or individuals to prepare a FY 2016 Small Cities grant application for submission to the Connecticut Department of Housing (DOH) and to implement the grant if awarded. Currently, the Town foresees submitting a Small Cities Program grant application for the following project: 1) to continue its housing rehabilitation program (and possibly, to expand it to include nearby towns). Other activities that may be considered are other housing activities, community facilities/infrastructure, public/social services, economic development and planning. The Town is also seeking services for the programming and administration of Program Income that it may receive during the period of its prospective FY 2017 grant, or following that grant. The application deadline to DOH is April 13, 2017.

I. Background

The Town of Ellington has been an active participant in the Connecticut Small Cities Program, having received more than fifteen Small Cities CDBG grants since the early-1990s. These grants have enabled the Town to address a range of its community development needs, including housing, public social services, and community facilities needs.

Through its FY 2017 grant application, the Town seeks to continue to build on these past efforts. Due to the town's limited financial and staff resources and appropriate expertise, it intends to continue with the grant management/delivery approach that it has successfully used for its prior Small Cities Program grants – contracting for grant application preparation and grant management/implementation via highly qualified professional consultant services. Thus, the Town is seeking consulting assistance for the preparation of (1) a grant application and (2) grant administrative and implementation services in the event that DOH awards a grant to the Town. The prospective engagement would also include the commitment and expenditure of Program Income (subject to any needed approvals by the town and/or the DOH) that might become available to the town during the duration of the administrative/implementation phase of the grant, or following the grant's completion.

The Town's expectation for the consultant is that it will assume principal responsibility for the preparation of the grant application, under the supervision of the First Selectman. The required services are identified in the following section. In the event that the Town receives a Small Cities grant(s), the consultant will similarly assume principal responsibility for nearly all aspects of managing and implementing the grant. These functions will be carried under the direction of the Board of Selectmen and the First Selectman. The Town expects that the grant's demands on its municipal staff and officials should be limited largely to the areas of oversight of the grant, involvement of the Finance Director's Office and other departments/offices for the types of routine functions and interaction that would normally be expected. The Town will also provide in-kind support such as providing office space in the Town Hall and contribution to certain

operating expenses, i.e., telephone and internet service, copying, posting, etc. Due to the nature of the anticipated grant, the Town expects that the consultant will maintain an on-site presence on either a full- or a regularly scheduled part-time basis.

As the town intends to implement the grant on a management consultant basis, the proposer should be prepared to provide the full staffing complement needed for the grant. Typically, this might include positions such as a Grant Director/Manager, Program Coordinator, Construction/Rehabilitation Specialist and Program Assistant (Administrative Assistant/Bookkeeper). Proposers with individual areas of qualifications and experience may submit proposals on a project team or joint-venture basis. If such an approach is proposed, there should be a single person/entity identified as the lead consultant with whom the contract would be executed. As in the past, the town expects to contract separately for specialized technical services, such as lead paint inspections, other hazardous materials, septic system design, etc.

The Town anticipates requesting Small Cities grant funds up to the maximum grant limit. The grant activity and budget will be finalized during the grant application process.

II. Scope of Services Requested

A. CDBG Small Cities Grant Application Preparation

The following tasks are required to prepare an application:

1. Meet with Town officials and other individuals to identify potential project activities.
2. Ensure compliance with the Town's Citizen Participation Plan.
3. Conduct (as necessary), review and analyze survey and other available data for the purposes of developing recommendations for funding requests.
4. Assist local staff in various matters of local coordination, including conduct of public hearings.
5. Serve as the liaison to DOH representatives during the application process.
6. Prepare the application submittals required by DOH. Depending on current DOH requirements which may change from time to time, a Letter of Intent or Interest, pre-application or similar preliminary submittal may be required before proceeding with a full application.
7. Complete the environmental review record (ERR) process, consistent with the procedural and substantive changes recently imposed by DOH and HUD.
8. Support the Town in any necessary follow-up relating to the application(s) after submission.

B. Program Administration, Implementation and Activity Coordination

If the grant application is funded, services will be required for administration and implementation of the approved Small Cities Program grant. Services required include, but are not limited to:

1. Overall grant administration and financial management, activity implementation, coordination and delivery, including completion of preliminary grant requirements, complete grant management and program outreach, and adherence to federal and CT Small Cities Program requirements and policies (see Attachment A);
2. Coordination with Town officials, departments and organizations;
3. Provision of office support and grant administrative services;
4. Procurement of equipment, goods and other needed services; and
5. Any other applicable administrative or implementation services required for completion of grant activities, including but not limited to housing rehabilitation specialist services, project management, conducting planning studies and economic development technical assistance.

III. Selection Criteria

Proposals will be reviewed and evaluated by the Town based upon the following general factors:

1. Scope of services offered and the appropriateness of those services to the needs of the Town;
2. Relevant experience and qualifications of the firm and/or individuals to be involved in the project (including both extent and quality of experience); and
3. Proposed fee.

As this proposal is soliciting professional services, the proposed fee will not necessarily be the determining factor in the selection of the consultant. The prospective consultant's qualifications, experience and quality of services, as determined both by the information contained in its proposal and through references, shall be the priority considerations over fee in the selection of the consultant. However, in the event that the evaluation of the qualifications and experience of competing proposers finds that they are essentially equal, the proposed fee may be the determining factor in the contract award, with the contract being awarded to the proposer with the more advantageous fee, assuming that the more advantageous fee offsets the difference in experience and qualifications. The fee proposal should be submitted separately from the main (technical) proposal and will be opened and reviewed only after the technical proposal (work scope and consultant information, experience and qualifications, etc.) has been reviewed and evaluated.

Proposals will be evaluated according to the Minimum and Comparative Evaluative Criteria listed below. The Town will first review proposals against the Minimum Evaluative Criteria, which will serve as a threshold for further consideration and review against the Comparative Evaluative Criteria -- only those proposals that meet all of the Minimum Evaluative Criteria will be given further consideration.

A. MINIMUM EVALUATIVE CRITERIA

1. The consultant must demonstrate experience in preparing and submitting at least two (2) Connecticut Small Cities Program CDBG grant applications within the past four (4) years *that were funded by DOH*, with at least one of these containing a housing rehabilitation program component.
2. The consultant must have a minimum of three (3) years successful experience in Small Cities CDBG grant administration and implementation within the past 5 years, with at least one year's experience with CDBG grants that included a housing rehabilitation program component. "Successful experience" shall be considered grant management experience that includes at a minimum one grant containing a housing rehabilitation program component that has been completed or is at least 75% complete (determined by grant expenditures) and where there were no or only minor monitoring and/or audit findings.
3. The Rehabilitation Specialist must have minimum of 3 years successful experience in the construction trade during the past 7 years and at least 1 year successful experience in implementing Community Development housing rehabilitation program components within the past three years, or similar experience. However, more than 1 year of experience as a Rehabilitation Specialist within the three year period may serve as a substitute for construction trade experience.
4. Proposals must be complete, accurate and responsive to the RFP/Q's requirements.
5. Evidence of insurance coverage that meets DOH's insurance requirements, including general and professional liability and worker's compensation insurance.
6. The proposer or any member of the proposer's team is not on the federal debarred list.

B. COMPARATIVE EVALUATIVE CRITERIA

1) Grant Application (Grant Writing) Experience

The proposer must demonstrate experience in preparing and submitting at least two (2) CT Small Cities Program CDBG *grant applications* within the past four (4) years that were funded by DOH/ DECD, with at least one of these containing a housing rehabilitation program component.

Highly advantageous: More than 4 funded grant applications within the past 5 years, including 3 or more that included housing rehabilitation components.

Advantageous: 3-4 funded grant applications within the past 5 years, including at least 2 that included housing rehabilitation components.

Not advantageous: 2 funded grant applications within the past 5 years, including at least 1 that included housing rehabilitation components.

Unacceptable: Less than 2 funded grant applications within the past 5 years.

2) Grant Management/Implementation Experience

The consultant must have a minimum of three (3) years successful experience in Small Cities CDBG *grant administration and implementation* within the past 5 years, with at least 1 year's experience with CDBG grants that included a housing rehabilitation program component.

- Highly advantageous:* Has continuous Small Cities CDBG grant management/implementation experience during the past 5 years where the management responsibilities were principal to the grant. Included in this overall experience is at least three (3) years of experience managing/implementing a housing rehabilitation program, with at least one (1) of these year's experience occurring within the past 2 years.
- Advantageous:* Has 3-4 years of Small Cities CDBG grant management/implementation experience during the past 5 years where the management responsibilities were principal to the grant. Included in this overall experience is more than one but less than three (3) years of experience managing/implementing a housing rehabilitation program, with at least one of these years' experience occurring within the past 2 years.
- Not advantageous:* Has 3 years of Small Cities CDBG grant management/implementation experience during the past 5 years where the management responsibilities were principal to the grant. Included in this overall experience is at least one (1) year of experience managing/implementing a housing rehabilitation program, with this experience occurring within the past 2 years.
- Unacceptable:* Less than 3 years of experience in managing community development grants within the past 5 years, and less than one full year's experience in managing/implementing housing rehabilitation program components.

3) Quality and Successful Management/Implementation Experience

"Successful experience" shall be considered grant management experience that includes at a minimum one grant containing a housing rehabilitation program component that has been completed or is at least 75% complete (determined by grant expenditures) and where there were no or only minor monitoring and/or audit findings. Note: The Town may independently verify the proposer's representations concerning this criterion.

- Highly advantageous:* Has successfully managed more than three (3) CT Small Cities grants during the past five years with no major findings on any of these grants that are attributable to the consultant, with at least one of the grants containing a housing rehabilitation program component. Also, has managed no grant(s) during this time period with major findings.
- Advantageous:* Has successfully managed 2-3 CT Small Cities grants during the past five years with no major findings on any of these grants that are attributable to the consultant, with at least one of the grants containing a housing rehabilitation program component. Also, has managed no grant(s) during this time period with major findings.
- Not advantageous:* Has successfully managed one (1) CT Small Cities grant during the past five years with no major findings on this grant that are attributable to the consultant, with at least one of the grants containing a housing

rehabilitation program component. Also, has managed no grant(s) during this time period with major findings.

Unacceptable: Insufficient experience or inability by the Town to verify this criterion. Or, has managed grant(s) during this time period with major findings.

4) Housing Rehabilitation Specialist Experience

Years of experience in housing rehabilitation programs.

Highly advantageous: Four (4) or more years of experience in providing rehabilitation specialist services in CDBG-funded housing rehabilitation programs or similar experience within past 5 years.

Advantageous: More than 3 but less than 4 years of experience in providing rehabilitation specialist services in CDBG-funded housing rehabilitation programs or similar experience within past 5 years.

Not advantageous: The Rehabilitation Specialist has 3 years of experience in the construction trade during the past 7 years and 1 year of experience (or no construction trade experience but more than 1 year of Rehabilitation Specialist experience) in implementing Community Development housing rehabilitation program components or similar experience within the past three years.

Unacceptable: The Rehabilitation Specialist has less than one year of experience in providing rehabilitation specialist services in CDBG housing rehabilitation programs or similar experience within the past three years.

5) Consultant Knowledge and Experience Relating to Federal Lead-Based Paint Requirements Relating to Housing Rehabilitation

Working knowledge of HUD lead paint regulations under 24 CFR Part 35, Subpart J, and Sections 1012 and 1013 (Title X) of the Residential Lead-Based Paint Hazard Reduction Act of 1992.

Highly advantageous: Familiarity with above referenced regulations and attendance at one or more training courses/sessions relating to implementation of these regulations and direct experience in applying them to housing rehabilitation projects, as per 24 CFR part 35, Subpart J.

Advantageous: Familiarity with above referenced regulations and attendance at one or more training courses/sessions relating to implementation of these regulations, with some but less than least three years of direct experience in applying them to housing rehabilitation projects, as per 24 CFR part 35, Subpart J.

Not advantageous: Not applicable.

Unacceptable: Little or minimal familiarity and/or direct experience with above referenced regulations and no attendance at training courses relating to implementation of these.

IV. Submission Requirements

One original and two (2) copies of the proposal must be submitted **no later than 4:00 p.m., Tuesday, February 21, 2017**. Proposals should be submitted to:

Ms. Lori Spielman, First Selectman
Town of Ellington
Town Hall, 55 Main Street
Ellington, Connecticut 06029

Complete proposals must include the following:

1. Proposed services to be provided, presented in sufficient detail so that the Town will be able to compare the proposer's services to those of other proposers;
2. Name, address, and telephone number of consultant or firm and principal contact person.
3. Type of organization (i.e., corporation, partnership, joint venture, etc.) including list of participants, as appropriate.
4. History, ownership, and organizational background of the consultant or firm.
 - a. Provide a brief history of each consultant or firm involved as well as a synopsis of ownership and organizational structure;
 - b. If the firm responding is a partially or fully owned subsidiary of another firm, include the above information for the parent company and an appropriate statement by the parent company in support of the subsidiary's submittal;
 - c. In case the response is by a joint venture or prime/subconsultant arrangement, identify the relationship of the responsibilities of the members of the parties to each other and the contractual obligations of each; further include the information requested above for all members;
 - d. If the respondent intends to use a newly created subsidiary to perform its obligations, this must be fully disclosed and the reasons for such actions given; the parent company shall be responsible for securing the liabilities of the subsidiary and substantially meeting the qualifications requested herein.
5. Information about the firm/individual, including the qualifications of firm(s) or individuals to be involved in project presented in a manner and sufficient detail so that the Town is able to complete a comparative evaluation of the proposer's experience and qualifications. Identify the roles and responsibilities of each person to be assigned;
6. A minimum of three (3) references who may be contacted;
7. Statement or evidence that the proposer currently carries or is willing and able to obtain insurance coverage that meets the Connecticut Department of Housing's (DOH) insurance requirements.
8. Statement that the proposer and/or any joint venture or proposed subconsultant is not on the federal debarred list;
9. Conditions of proposal offering, if any;

10. Other information that the proposer considers appropriate;
11. Completion of Supplemental Application (Section 3 status); and
12. Proposed fee (see below).

Fee Proposal

Proposers should provide a fee proposal for the proposed scope of services in a sealed envelope separate from the technical proposal (all items immediately above, except for item 11). The envelope containing the fee proposal should be clearly marked as such. The maximum allowable amount of Small Cities funds for a fee for preparing a grant application is \$3,000 per application. It is the Town's understanding that this fee limitation does not include the costs for complying with environmental review record (ERR) requirements of the grant application. These costs are a recognized pre-agreement cost in the event that the grant is funded.

Compensation may be proposed either on a fixed or not-to-exceed billing basis. However, fee proposals should clearly identify all elements contained therein, including basis for fees charged (hourly rate vs. direct labor X multiplier); billing rates by individual position or job category; proposed levels of services, i.e. full time, part-time, etc.; estimated cost by activity/task; direct project expenses; subcontractor costs, if any (include a detailed cost breakdown); and any other costs comprising or not included in the proposed fee.

V. General and Special Provisions

All proposals become the property of the Town of Ellington.

The Town reserves the right to waive any informality in or reject any and all proposals as it deems to be in its best interests. Proposals, amendments to proposals or withdrawals of proposals after the time set for proposals acceptance will not be considered.

The bidder selected shall comply with all applicable state and federal laws in the performance of service, specifically those relating to the Connecticut Small Cities Program (See Attachment A).

The Town intends to engage the services identified in this solicitation through a contract with a single entity (individual or firm). However, the Town welcomes joint ventures, use of subcontractors/subconsultants, etc., where such joining will enable individuals or smaller firms to assemble the needed human resources and experience to successfully undertake this engagement. However, contractor/subcontractor arrangements where there is essentially a pass-through of responsibilities by the contractor to the subcontractor(s) is not acceptable to the Town.

The selected bidder must have insurance which meets DOH insurance requirements. The current requirements are:

Comprehensive General Liability Occurrence Form with	\$1,000,000.00
Broad Form CGL Endorsement and Non-owned and Hired Auto	
Worker's Compensation and Employer's Liability	Bodily Injury by accident
	\$100,000/accident
	Bodily Injury by disease
	\$100,000/employee
	\$500,000 policy limit

The consideration of proposals and subsequent selection of the successful bidder shall be made without regard for race, color, sex, age, handicap, religion, political affiliation, national origin or sexual orientation.

The Town encourages submissions from certified Section 3, Small, disadvantaged, minority- and/or women-owned enterprises (D/M/WBEs) or individuals.

The provisions relating to non-discrimination and affirmative action in employment shall flow through to all contracts and subcontracts that the successful bidder may award as a result of this engagement.

The Town of Ellington is an Affirmative Action, Equal Opportunity Employer (AA/EEO) and contracting agency.

TOWN OF ELLINGTON
SUPPLEMENTAL APPLICATION FORM
(Section 3 Contractor Status)

Your assistance in filling out this supplemental form is requested. This information will allow the Town to respond to Federal and Connecticut State requirements concerning employment and economic opportunity (Section 3 reporting requirements). **The answers provided will have no effect on the Town's selection process.**

The following information should assist you in answering the questions below. After establishing the proper location category from #1-3 below, match that category with the two-page "Income Limits" table attached at the end of this RFPQ. The income limits to be used depend on the home address of the respondent.

1. If the person/firm answering resides in Andover, Avon, Ashford, Barkhamsted, Berlin, Bloomfield, Bolton, Bristol, Burlington, Canton, Colchester, Columbia, Coventry, Cromwell, Durham, East Granby, East Haddam, East Hampton, East Hartford, East Windsor, Ellington, Enfield, Farmington, Glastonbury, Granby, Haddam, Hartford, Harwinton, Hebron, Lebanon, Manchester, Mansfield, Marlborough, Middlefield, Middletown, New Britain, New Hartford, Newington, Plainville, Plymouth, Portland, Rocky Hill, Simsbury, Somers, Southington, South Windsor, Stafford, Suffield, Tolland, Vernon, West Hartford, Wethersfield, Willington, Winchester, Windham, Windsor, or Windsor Locks, **Hartford PMSA limits** would be used.
2. If the person/firm answering resides in Chaplin, Brooklyn, Eastford, Hampton, Killingly, Pomfret, Putnam, Scotland, Sterling, or Woodstock, **Windham County limits** would be used.
3. If the person/firm answering lives in a community other than one listed above, please contact the Town of Hampton and we will provide the appropriate set of limits.
4. Individuals who file a federal tax return as **self-employed** should use adjusted gross income **plus** the gross incomes of other non-self-employed household members 18 years of age or older (except those who are full-time students) when calculating income.

Please answer each of the following:

- a) Do at least 51% of the owners of this business meet one of the following criteria: 1) reside in public housing or publicly assisted housing for the elderly? **or** 2) qualify as "low-income" households as determined by household size as indicated on the accompanying chart titled Income Limits? **and** 3) seek to receive employment preference as an eligible section 3 resident? _____ Yes _____ No

If you checked "yes" to the above question, please indicate the number of owners of this company. _____

- b) Do 30% of your full-time employees meet one of the following criteria: 1) reside in public housing or publicly assisted housing for the elderly? **or** 2) qualify as “low-income” as determined by household size as indicated on the attached chart titled Income Limits? **or** 3) have been employed by your firm for no more than three years and satisfied criterion 1 or 2 during any of that three year period? _____ Yes _____ No
- c) Do you subcontract with businesses which provide economic opportunities to low income persons? _____ Yes _____ No Will you commit to subcontract in excess of 25% of the dollar award of all subcontracts to business concerns that meet the qualifications of a Section 3 Business as set forth in a) and b) above? _____ Yes _____ No

I certify that all the information in this statement is true and complete to the best of my knowledge and belief.

Name: _____

Title: _____ Date: _____

GENERAL PROVISIONS
APPLICABLE TO CDBG FUNDS

1. **RETENTION OF RECORDS**: The Consultant shall maintain in accordance with 24 CFR Part 85, and any DOH regulations, procedures or guidelines, those books, records and any other documents, including but not limited to payroll records, accounting records, and purchase orders, that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant outlays and income. The Consultant shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

2. **ACCESS TO RECORDS**: The Consultant shall make all books, accounts, records, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by the Town, DOH, their authorized representatives, authorized representatives of HUD, the Inspector General of the United States, or of the State of Connecticut, the Auditor of the State of Connecticut, and the U.S. General Accounting Office. The State of Connecticut reserves the right of the Governor or his/her designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the Contractor which pertain to the performance of the provisions and requirements of this Agreement.

3. **TERMINATION**:

3.1. **For Cause**. If either party breaches any material term or condition of the Contract, or fails to perform or fulfill any material obligation required by this Contract, the Contract may be terminated or suspended by providing the other party with prior written notice of termination or suspension (7) calendar days before the effective date of termination or suspension. This Contract can be terminated immediately in the event of the criminal participation in fraudulent activities, or in the event that The Consultant files for bankruptcy.

3.2. **Emergency**. The Town/DOH may immediately terminate or suspend this Contract, without penalty, if the Town/DOH determines that an unanticipated emergency situation exists, through no fault of the Town/DOH, which by law mandates immediate action to protect state or federal funds, property or persons, or to remedy damages which have already occurred. Such termination or suspension shall be effective upon The Consultant's receipt of written notice of either suspension or termination.

3.3. **Elimination or Reduction of Funding**. In the event of an elimination or reduction of funding, for any reason, and through no fault of the Town or DOH, this Contract may be terminated or suspended without penalty, by providing The Consultant with prior written notice of termination or suspension. Such prior written notice shall be made at least thirty (30) calendar days before the effective date of termination or suspension.

3.4. **Force Majeure**. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond their control and without their fault or negligence. Such causes may include, but are not limited to: Acts of God, or the public enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. Unless otherwise provided by law, or unless otherwise specified by the parties elsewhere in this Contract, the performance dates of this Contract are of the essence and important to the implementation of essential work, and continued failure by The Consultant to perform for an extended period, even for causes beyond the control of The Consultant, shall afford the Town the right to immediately terminate this Contract upon The Consultant's receipt of written notice of termination. An extended period shall be any period aggregating thirty (30) or more calendar days.

3.5. Obligation in Event of Termination or Suspension. The notice of termination or suspension from the Town or DOH shall state the circumstances of the termination or suspension, identify any alleged breach, a reasonable period to cure any alleged breach, if applicable, and any instructions or restrictions concerning any allowable activities or costs during this notice period. If the Consultant is not in default of or breach of this Contract, the Town/DOH shall promptly pay the Consultant for such costs up until the date of termination or suspension, provided that the Consultant submits invoices with any required supporting documentation, and makes every reasonable effort to minimize any such costs incurred.

4. AMENDMENTS: This Agreement may be amended provided such amendment is evidenced in writing by the signatories hereto prior to its effective date. Any authorized alternative provisions or additional terms and conditions to this Contract shall be specified in an Attachment or Amendment, and shall not replace any boilerplate language, and shall clearly and specifically establish the understanding, intent, obligations, responsibilities and expectations of the parties under this Contract.

5. NON-DISCRIMINATION: The Consultant shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD (24 CFR Part 1); Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 74); and DOH regulations, procedures and guidelines.

The Consultant shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, color, handicap, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to age, sex, creed, color, handicap, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

6. PROCUREMENT STANDARDS: The Consultant shall adhere to the requirements set forth in 24 CFR Part 85 and DOH regulations, procedures and guidelines with respect to standards governing procurement, and any applicable provisions of State laws and regulations relative thereto. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The Consultant shall maintain records sufficient to detail the process for procurement.

7. EMPLOYMENT OPPORTUNITIES: The Consultant shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

8. LABOR STANDARDS: Where applicable, The Consultant shall adhere to the provisions of Section 110 of the Act. In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, The Consultant shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti-Kickback Act.

9. CONFLICT OF INTEREST: The Consultant shall adhere to the mandates of the Connecticut statutes relating to conflict of interest and the federal Hatch Act, 5 U.S.C., ss 1501 et seq.

10. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND DOH REGULATIONS, PROCEDURES, AND GUIDELINES: All activities authorized by this agreement shall be subject to and performed in accordance with the provisions of the Town's grant contract with DOH and all its attachments (including, where relevant, Section 4.14 Flood Disaster Protection, 4.15 Historic Preservation, 4.16 Additional Environmental Requirements, 4.17 Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal regulations including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time; OMB Circular A-133 Audits of State, Local, and Non-profit Organizations; 24 CFR 570.200(j); OMB Circular A-87 Cost Principles for State and Local Government; 24 CFR Part 85 Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments (including where relevant Subpart B and C-85.20 through 85.22; 85.25; 85.30 through 85.37); all applicable State and local laws and regulations, including but not limited to those stated herein; and any additional regulations, procedures or guidelines as may be established or amended by DOH.

12. AVAILABILITY OF FUNDS: Financing assistance to be provided under this Agreement is subject to the continued availability of federal funds for the State of Connecticut's Small Cities CDBG Program, and to the continued eligibility of the State of Connecticut and the Town to receive such funds.

13. ASSIGNABILITY: The Consultant shall not assign nor in any way transfer any interest in this Agreement without the prior written consent of the Town.

14. INDEMNIFICATION: The Consultant shall indemnify, defend, and hold the Town harmless from and against any and all claims, demand, liabilities, actions, causes of actions, costs and expenses caused by or arising out of The Consultant's breach of this agreement or the negligence or misconduct of The Consultant's agents or employees.

15. LICENSES: The Consultant shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Agreement as required by federal, state, or local laws or regulations, and shall comply with the provisions of 24 CFR Part 85 with respect to any bonding or other insurance requirements.

16. CONFIDENTIALITY: The Consultant will protect the privacy of, and respect the confidentiality of information provided by program participants, consistent with applicable federal and state regulations.

17. COPYRIGHT: No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of DOH.

18. CLOSEOUT: The Consultant shall follow such policies and procedures with respect to closeout of the grant as may be required by DOH.

U.S. DEPARTMENT OF HUD 04/13/2016
STATE:CONNECTICUT

	----- 2016 ADJUSTED HOME INCOME LIMITS -----							
PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Bridgeport, CT HUD Metro FMR Area								
30% LIMITS	18800	21450	24150	26800	28950	31100	33250	35400
VERY LOW INCOME	31300	35750	40200	44650	48250	51800	55400	58950
60% LIMITS	37560	42900	48240	53580	57900	62160	66480	70740
LOW INCOME	46000	52600	59150	65700	71000	76250	81500	86750
Danbury, CT HUD Metro FMR Area								
30% LIMITS	22450	25650	28850	32050	34650	37200	39750	42350
VERY LOW INCOME	37400	42750	48100	53400	57700	61950	66250	70500
60% LIMITS	44880	51300	57720	64080	69240	74340	79500	84600
LOW INCOME	54250	62000	69750	77500	83700	89900	96100	102300
Stamford-Norwalk, CT HUD Metro FMR Area								
30% LIMITS	27600	31550	35500	39400	42600	45750	48900	52050
VERY LOW INCOME	46000	52550	59100	65650	70950	76200	81450	86700
60% LIMITS	55200	63060	70920	78780	85140	91440	97740	104040
LOW INCOME	58000	66250	74550	82800	89450	96050	102700	109300
Hartford-West Hartford-East Hartford, CT HU								
30% LIMITS	18800	21450	24150	26800	28950	31100	33250	35400
VERY LOW INCOME	31300	35750	40200	44650	48250	51800	55400	58950
60% LIMITS	37560	42900	48240	53580	57900	62160	66480	70740
LOW INCOME	46000	52600	59150	65700	71000	76250	81500	86750
Southern Middlesex County, CT HUD Metro FMR								
30% LIMITS	21350	24400	27450	30500	32950	35400	37850	40300
VERY LOW INCOME	35600	40650	45750	50800	54900	58950	63000	67100
60% LIMITS	42720	48780	54900	60960	65880	70740	75600	80520
LOW INCOME	46000	52600	59150	65700	71000	76250	81500	86750
Milford-Ansonia-Seymour, CT HUD Metro FMR A								
30% LIMITS	20350	23250	26150	29050	31400	33700	36050	38350
VERY LOW INCOME	33900	38750	43600	48400	52300	56150	60050	63900
60% LIMITS	40680	46500	52320	58080	62760	67380	72060	76680
LOW INCOME	46000	52600	59150	65700	71000	76250	81500	86750
New Haven-Meriden, CT HUD Metro FMR Area								
30% LIMITS	18400	21000	23650	26250	28350	30450	32550	34650
VERY LOW INCOME	30650	35000	39400	43750	47250	50750	54250	57750
60% LIMITS	36780	42000	47280	52500	56700	60900	65100	69300
LOW INCOME	46000	52600	59150	65700	71000	76250	81500	86750

U.S. DEPARTMENT OF HUD 04/13/2016
STATE:CONNECTICUT

		----- 2016 ADJUSTED HOME INCOME LIMITS -----							
PROGRAM		1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Waterbury, CT HUD Metro FMR Area									
30% LIMITS		17900	20450	23000	25550	27600	29650	31700	33750
VERY LOW INCOME		29800	34050	38300	42550	46000	49400	52800	56200
60% LIMITS		35760	40860	45960	51060	55200	59280	63360	67440
LOW INCOME		46000	52600	59150	65700	71000	76250	81500	86750
Norwich-New London, CT HUD Metro FMR Area									
30% LIMITS		18800	21450	24150	26800	28950	31100	33250	35400
VERY LOW INCOME		31300	35750	40200	44650	48250	51800	55400	58950
60% LIMITS		37560	42900	48240	53580	57900	62160	66480	70740
LOW INCOME		46000	52600	59150	65700	71000	76250	81500	86750
Colchester-Lebanon, CT HUD Metro FMR Area									
30% LIMITS		22100	25250	28400	31550	34100	36600	39150	41650
VERY LOW INCOME		36800	42050	47300	52550	56800	61000	65200	69400
60% LIMITS		44160	50460	56760	63060	68160	73200	78240	83280
LOW INCOME		46000	52600	59150	65700	71000	76250	81500	86750
Windham County, CT HUD Metro FMR Area									
30% LIMITS		17900	20450	23000	25550	27600	29650	31700	33750
VERY LOW INCOME		29800	34050	38300	42550	46000	49400	52800	56200
60% LIMITS		.	.	.	.	.	.	.	.
LOW INCOME		46000	52600	59150	65700	71000	76250	81500	86750
Litchfield County, CT									
30% LIMITS		18800	21450	24150	26800	28950	31100	33250	35400
VERY LOW INCOME		31300	35750	40200	44650	48250	51800	55400	58950
60% LIMITS		37560	42900	48240	53580	57900	62160	66480	70740
LOW INCOME		46000	52600	59150	65700	71000	76250	81500	86750
30% LIMITS		.	.	.	.	.	.	.	.
VERY LOW INCOME		29800	34050	38300	42550	46000	49400	52800	56200
60% LIMITS		35760	40860	45960	51060	55200	59280	63360	67440
LOW INCOME		.	.	.	.	.	.	.	.